

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**JOSE VIERA, ANGEL RIVERA,
MATTHEW MARTINEZ,
JOSE L. CEDILLOS, RAFAEL A. MORALES
and all others similarly
situated under 29 U.S.C. 216(b),
*Plaintiffs,***

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v.

Cause No. 3:11-CV-100-BN

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**SIGNATURE CONTRACTING
SERVICES, LLC, MARSHA NEWBERRY,
WILLIAM PROPEs and COREY
THOMKINS,
*Defendants.***

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JOINT MOTION TO DISMISS

Plaintiffs, Jose Viera (“Viera”), Angel Rivera (“Rivera”), Matthew Martinez (“Martinez”), Jose L. Cedillos (“Cedillos”), and Rafael A. Morales (“Morales”) (collectively “Plaintiffs”), and Defendants, Signature Contracting Services, LLC, (“Signature”), Marsha Newberry (“Newberry”), William Propes (“Propes”), and Corey Thomkins (“Thomkins”) (collectively “Defendants”) (together collectively, the “Parties”), hereby submit, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the following Joint Motion to Dismiss, stipulating that this case be dismissed with prejudice, and requesting that the Court retain jurisdiction through April 1, 2015, to enforce the terms of the Settlement Agreement between the Parties.

I. BACKGROUND

1. Plaintiff Viera filed his Complaint under 29 U.S.C. §§ 201-216 on January 17, 2011. (**DE 1**).
2. Plaintiffs Rivera, Martinez, Cedillos, and Morales opted-in by way of sworn affidavit over

the course of the dispute. *See* (DE 20-2) and (DE 31-1).

3. Defendants have appeared and defended in the case.
4. Viera, Rivera, Martinez, Cedillos, and Morales are the only plaintiffs in this cause. Plaintiffs' counsel has identified no "others similarly situated under 29 U.S.C. § 216(B)," no party has sought class certification and no class has been certified. This case is not a class action under Federal Rule of Civil Procedure 23, a derivative action under Rule 23.1, or an action related to an unincorporated association under Rule 23.2.
5. A receiver has not been appointed in this case.
6. This case is not governed by any federal statute that requires a court order for dismissal of the case.
7. Plaintiffs have not previously moved to dismiss any suit in the federal or state courts based on or including the same claims as those presented in this case.

II. MOTION TO DISMISS

8. The Parties move to dismiss this suit in its entirety and stipulate to that dismissal pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). Undersigned counsel for the Parties have reviewed the facts and claims associated with the case and Plaintiffs no longer wish to pursue this suit. The Parties represent that all matters in controversy between them have been fully and finally resolved and compromised, pursuant to the terms of a Settlement Agreement entered into between and among them. The Parties agree to the filing of this Joint Motion to Dismiss, stipulate to the dismissal, and request that the Court retain jurisdiction through April 1, 2015, to enforce the terms of the Settlement Agreement.
9. This dismissal is with prejudice, with each of the parties to bear their own attorneys' fees, costs and expenses incurred in this cause.

Respectfully and jointly submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel and parties of record by electronic service in accordance with the local rules of United States District Court for the Northern District of Texas, Dallas Division this 17th day of July, 2014.

/s/ Joshua A. Petersen

Joshua A. Petersen